

STATE OF ILLINOIS)
) SS
COUNTY OF LAKE)

MADAM CHAIRMAN AND MEMBERS OF THE COUNTY BOARD:

Respectfully submitted,

Aye Nay

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Chairman

Vice-Chairman

Paul S. ✓

Carol Carabrese ✓

Khana O'Hall-

Financial & Administrative Committee

Financial & Administrative Committee

RESOLUTION

WHEREAS, the Village of Long Grove has requested that the Sheriff continue to provide additional police services to said Village; and

WHEREAS; the Village of Long Grove has requested a continuation of police services of twenty (20) hours per day, three hundred and sixty five (365) days per year; and

WHEREAS, the County Administrator's Office and the Sheriff has negotiated an Intergovernmental Agreement with the Village relative to providing said services.

WHEREAS, the County and the Village are proposing that the new rate for the patrol service will be for the period of:

- September 1, 2008 through December 31, 2008 - \$41,861 per month
- January 1, 2009 through December 31, 2009 - \$43,605 per month or \$523,260 per year
- January 1, 2010 through December 31, 2010 - \$45,422 per month or \$545,064 per year
- January 1, 2011 through August 31, 2011 - \$47,314 per month

NOW, THEREFORE, BE IT RESOLVED, by this County Board of Lake County, Illinois, that the Chair of the Board and the Sheriff are hereby authorized to execute an Intergovernmental Agreement with the Village of Long Grove for the purpose of continuing to provide additional police services in the Village, effective September 1, 2008.

BE IT FURTHER RESOLVED, that the County Clerk is hereby directed to forward a certified copy of this Resolution to the Village of Long Grove and the Lake County Sheriff.

DATED, at WAUKEGAN, LAKE COUNTY, ILLINOIS, on this 12th day of August, A.D., 2008.

**INTERGOVERNMENTAL AGREEMENT
FOR CONTRACT POLICE SERVICES BY AND AMONG THE
VILLAGE OF LONG GROVE,
THE COUNTY OF LAKE, AND THE LAKE COUNTY SHERIFF**

THIS INTERGOVERNMENTAL AGREEMENT is made and entered into by and between the County of Lake, a body politic and corporate, hereinafter referred to as the "COUNTY", the Sheriff of Lake County, Illinois, a County Officer having those duties, powers, and functions as provided by law and county ordinance, hereinafter referred to as the "SHERIFF", and the Village of Long Grove, Illinois, a municipal corporation located within the boundaries of Lake County, Illinois, hereinafter referred to as the "VILLAGE":

WHEREAS, the COUNTY and the VILLAGE are each authorized by the terms and provisions of the Illinois Intergovernmental Cooperation Act (5 ILCS 220/5) to enter into intergovernmental agreements, ventures, and undertakings to perform jointly any governmental purpose or undertaking any of them could do singularly except where specifically or expressly prohibited by law; and

WHEREAS, the VILLAGE has determined that there presently exists a need for additional police services in the VILLAGE; and

WHEREAS, the SHERIFF is willing to provide police services to the VILLAGE for a fee; and

WHEREAS, the VILLAGE is desirous of contracting with the COUNTY and the SHERIFF to obtain police services in and for the VILLAGE, as set forth in this Agreement;

NOW, THEREFORE, in consideration of the foregoing and the covenants contained herein, the parties hereby agree that the SHERIFF shall provide additional police services for the VILLAGE subject to the following terms and conditions:

1. The SHERIFF and COUNTY shall:

- A. Provide two (2) deputies and two (2) squad cars to provide police services exclusively within the limits of the VILLAGE for 16 man-hours per day, every day of the year, during the term of this Agreement. The shifts worked by deputies shall overlap in the afternoon. The Sheriff or his designee shall set the hours, time, and location of those police services in consultation with the Village Manager.
- B. Provide one (1) four-hour "half-shift" each weekday morning, Monday through Friday. The Sheriff or his designee shall set the hours, time, and location of those police services in consultation with the Village Manager.
- C. Police services include, at a minimum, routine patrols, enforcement of state statutes, as well as COUNTY and VILLAGE ordinances, and attendance upon nuisance complaints, but do not include calls concerning animals unless the SHERIFF's deputy on duty believes that an animal poses a danger to the public health or safety such as a rabid animal;

- D. Bill the VILLAGE on a monthly basis for the cost of providing police service, as set forth in Section 2 of this Agreement;
- E. Establish and maintain a records system for processing data relative to the incident of arrests, reports of crime, and disposition of cases which shall be reported to the VILLAGE on a quarterly basis;
- F. Respond to emergency law enforcement calls for assistance by the residents of the VILLAGE, where persons or property may be subject to danger or immediate harm. If the Deputy determines that he or she will need additional assistance in order to respond to a call for assistance, efforts will be made to contact other law enforcement agencies as the deputy deems appropriate, per the Sheriff's Department's standard operating procedures.
- G. Designate to the VILLAGE a contact person for receiving queries, complaints, and commendations for services performed under this Agreement;
- H. Determine the level of services to be provided to the VILLAGE in the event the SHERIFF should experience a work slow-down, work stoppage, or strike during the term of this Agreement, with monthly billing to be adjusted accordingly;
- I. Pay to the VILLAGE all fines and forfeitures for offenses committed within the VILLAGE when those offenses have been prosecuted by the VILLAGE and enforced by the SHERIFF during the execution of this contractual service, and the SHERIFF shall cooperate in the

prosecution thereof. Except when unavailable due to a bona fide emergency, deputies shall attend all required court hearings to prosecute offenses for which citations are issued during the execution of this Agreement; such attendance shall not affect the coverage to be provided pursuant to Section 1.A of this Agreement. If applicable, all fines and forfeitures resulting from offenses within the VILLAGE that do not occur during performance of this contractual service or are not prosecuted by the VILLAGE shall be paid to the COUNTY;

- J. Provide the Village Prosecutor with legible copies of the following records: citations, crash reports, police reports for driving under the influence (including abstract), driving while license revoked (including abstract), driving while license suspended (including abstract), and any non-traffic ordinance violations which were issued in the VILLAGE by the SHERIFF pursuant to the terms of this agreement. The records will be sent to the Village Prosecutor as soon as they have been completed and/or received by the SHERIFF. If the Village Prosecutor has not received the records as of seven (7) days prior to the court date, then the Village Prosecutor will send a follow-up request to the SHERIFF'S records division and an attempt will be made to expedite the transfer of the records to the Village Prosecutor. This provision only applies to records of the SHERIFF that were issued or created as the direct result of the SHERIFF'S contractual services under this Agreement.

- K. Promptly provide written or oral notice to the Village Manager of any serious public safety incidences outside the scope of the normal and customary activities within the Village, per the Sheriff's Department standard operating procedures;
- L. Retain ownership of any and all equipment purchased by the SHERIFF or the COUNTY;
- M. Attend quarterly meetings with Village officials and attend such other meetings as the parties deem desirable;
- N. Provide notification of current insurance to the VILLAGE and notification of significant changes;
- O. Maintain an active community-oriented policing program emphasizing in-person contact between SHERIFF's deputies and VILLAGE residents to share information and establish policing needs. The results of these community contacts shall be documented and shared with the Village Manager on a monthly basis;
- P. Make the final and conclusive determination in the event of a dispute between the VILLAGE and the SHERIFF as to the extent of the duties and functions, the standards of performance, and level or manner of performance pertaining to the operation of this Agreement, provided the same are consistent with customary and good police practices.
- Q. At the VILLAGE's request, the SHERIFF may provide additional patrol services, security for special events and other activities within the VILLAGE, at the County Board approved special duty rate;

2. The VILLAGE shall:

- Beginning September 1, 2008, pay to the COUNTY an annual fee of \$502,332 payable in equal monthly installments of \$41,861 on the fifteenth (15th) day of each month.
- Beginning January 1, 2009, pay to the COUNTY an annual fee of \$523,260 payable in equal monthly installments of \$43,605 on the fifteenth (15th) day of each month.
- Beginning January 1, 2010, pay to the COUNTY an annual fee of \$545,064 payable in equal monthly installments of \$45,422 on the fifteenth (15th) day of each month.
- Beginning January 1, 2011, through August 31, 2011, pay to the COUNTY an annual fee of \$567,768 payable in equal monthly installments of \$47,314 on the fifteenth (15th) day of each month.

- A. Notify the SHERIFF in writing of any intent to increase the number of patrol hours and obtain the approval of the SHERIFF and COUNTY prior to the effective date of any increased service. The cost for each eight additional hours of increased patrol services provided in the VILLAGE for each day of the year shall be per the agreed upon monthly rate as referenced above in Section 2 (A).
- B. Maintain orientation materials for the citizens of the VILLAGE concerning the police services in coordination with the SHERIFF;
- C. Maintain a law enforcement headquarters within the VILLAGE should both parties agree that it becomes necessary, and the VILLAGE shall furnish at its own expense all necessary office space, furniture and furnishings, office supplies, janitor service, telephone (not herein provided for), lights, water, other utilities, and any other associated

costs. It is expressly further understood that in the event such local office is maintained in the VILLAGE, such quarters may be used by the SHERIFF in connection with the provision of police services pursuant to this Agreement but it shall not be necessary for the Village to provide for lock-up facilities;

D. Provide to the SHERIFF appropriate citation books and/or forms for the enforcement of VILLAGE ordinances;

E. Provide the SHERIFF, from time to time, with a listing of such VILLAGE ordinances, which the SHERIFF shall enforce during the term of this Agreement; and

F. Hereby authorize the SHERIFF to enforce Village ordinances within the VILLAGE, and the SHERIFF acknowledges and accepts such authorization and agrees to enforce public safety ordinances as provided under the terms of this agreement.

3. The VILLAGE shall defend, indemnify, and hold harmless the COUNTY and the SHERIFF in any action or dispute that arises in connection with or as the result of a challenge to the validity of a VILLAGE ordinance that the SHERIFF is asked to enforce pursuant to this Agreement. For all other actions or disputes that arise in connection with or as a result of this Agreement, the VILLAGE, the COUNTY, and the SHERIFF agree that each party will be responsible for defending their own respective entity in said action or dispute

and that each party will be responsible for bearing their own costs, damages, losses, expenses and/or attorneys fees.

4. The SHERIFF shall remain, at all times, the sole employer of the Lake County Sheriff deputies who are assigned to perform services within the VILLAGE pursuant to this Agreement.
5. This Agreement may be terminated by either party upon one hundred-eighty (180) days advance written notice to the other party.
6. The term of this Agreement shall be for three (3) years, commencing upon September 1, 2008, and ending August 31, 2011.
7. The parties warrant that the person executing this Agreement on behalf of each party is duly authorized to execute the Agreement and bind each respective party to all terms and conditions hereunder.
8. The foregoing constitutes the entire Agreement between the parties. This Agreement may only be amended by mutual agreement, signed and executed with the same formality with which this instrument was executed.
9. This Agreement shall not prevent the VILLAGE from hiring additional police service from the SHERIFF by separate agreement

DATED THIS _____ day of _____, A.D., 2008.

COUNTY OF LAKE

By:

Suzi Schmidt, County Board Chair

ATTEST: _____
Willard Helander, County Clerk

Mark C. Curran, Jr. Sheriff of Lake
County

DATED THIS _____ DAY OF _____, A.D., 2008.

VILLAGE OF LONG GROVE

By:

Maria Rodriguez
Village President

ATTEST:

Karen Schuetz
Village Clerk